

homeprotect[®]



Policy Document

home**protect**[®]

buildings & contents insurance

provided by

home**protect**
PO Box 1124
Kingston Upon Thames
Surrey
KT1 1XT

Thank you for choosing **homeprotect**.

Please read all **your** insurance documentation carefully to make sure it meets with **your** needs and that **you** understand what **you** are and are not insured for. Do not wait until **you** have a claim before **you** read it. Please read it now and keep it in a safe place.

When you read this policy, please make sure that:

- all the details shown in the **statement of fact** and **schedule** are correct (let **us** know immediately if any changes are necessary),
- **you** have read the conditions relating to those sections covered including the General Conditions and Exclusions,
- **you** understand the notes on how to make a claim shown on pages 18 and 19

If **you** have any queries about the **policy**, do not understand any part of it or feel that it does not meet **your** requirements, please contact **us**.

Important: This **policy** has been issued to **you** on the basis of what **you** have told **us** in the **statement of fact**. It is therefore very important that **you** let **us** know immediately of any changes that affect what **you** have told **us**; for example, if **you** move house or if anything happens to change the use, the nature or the amount of cover required for the **property** insured. Remember that if **you** are, or become, underinsured (meaning the amount for which **you** have chosen to insure is less than the amount to reinstate **your buildings** and/or **contents, valuables** and **personal possessions**) **you** will only be paid a proportion of any claim that **you** might make.

Sections one to eight of this insurance are underwritten by the **insurer** on **your schedule**.

Section nine of this insurance is underwritten by Ageas Insurance Limited. Registered in England and Wales. Company number 00354568.

Section ten of this insurance is underwritten by Mapfre Asistencia Compania Internacional de Seguros y Reaseguros Sociedad Anonima registered as a foreign company in the United Kingdom with company number FC021974.

The subscribing **insurers'** obligations under Contracts of Insurance to which **they** subscribe are several and not joint and are limited solely to the extent of **their** individual subscriptions. The subscribing **insurers** are not responsible for the subscriptions of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

Both **we** and all of the **insurers** are authorised and regulated by the Financial Services Authority (FSA). **You** can check all of this on the FSA website, www.fsa.gov.uk or by calling 0845 606 1234.



David Walker
Managing Director, **homeprotect**

homeprotect is a trading style of Avantia Insurance Limited. Avantia Insurance Limited is authorised and regulated by the Financial Services Authority under Firm Reference No 304432. Registered office address is 77-79 High Street, Egham, Surrey TW20 9HY. Company Registration No 4567760.

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Important Information

COOLING OFF PERIOD

You are entitled to cancel this insurance by contacting **us** within 14 days of either:-

1. The date **you** receive **your policy** documentation; or
2. The start of the **period of insurance**

whichever is the later. **Your** premium will be refunded provided **you** have not made a claim, but **we** retain the right to charge a fee to cover **our** expenses. If **we** have charged **you** an administration fee to arrange this insurance, it is non-refundable and will be deducted from any amount due to **you** as a refund. Please see the document entitled: "Important Information About Our Insurance Services" for details of all fees that apply.

CANCELLATION AND FEES

1. **We** or the **insurer** can cancel this insurance by giving **you** 30 days' written notice by recorded delivery at **your** last known address. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
2. Outside the cooling off period, **you** can also cancel this insurance at any time by contacting **us**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim. Details of any non-refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".
3. If **we** are unable to collect policy fees, charges, or premiums that are due to **us** under the terms of **your policy**, **we** reserve the right to forward **your** account to a debt collection company for their assistance. **You** would then be required to pay all further charges incurred in relation to collection of the debt, in addition to the original sum owed.
4. If any party to this insurance cancels all cover under Sections 1 to 8 at any time during the **period of insurance**, **we** will automatically cancel any other cover **you** purchased under Sections 9 and 10 that appear on **your latest policy schedule**. If this cancellation occurs outside the cooling off period no refund will be due in respect of Sections 9 and 10 and **you** will still need to pay the full annual premium for those sections if **you** have not already done so.
5. If any party to this insurance cancels either Section 9 or 10 outside the cooling off period but cover under Sections 1 to 8 continues, no refund will be due in respect of Section 9 or 10 and **you** will still need to pay the full annual premium for them if **you** have not already done so.
6. For details of policy fees please refer to the "Important Information about our Insurance Services" document.

COMPLAINTS

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

For the full complaints procedure, please refer to **your schedule**.

Important Information

COMPENSATION

We and the **insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** or the **insurers** are unable to meet **our** obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsocken Street, London E1 8BN) and on their website: www.fscs.org.uk

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this insurance **policy**. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

NOTICE

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or **you** can visit www.cueuk.org for further information.

In dealing with **your** application, this register may be searched and in the event of a claim, the information **you** have supplied together with other information relating to the claim may be put on the register and made available to subscribers.

Introduction

In return for payment of the premium shown in the **schedule**, the **insurer** agrees to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

This **policy** of insurance, the **statement of fact**, **schedule** and any **endorsement** applying to **your policy** forms **your** insurance document. This sets out the conditions of the contract of insurance between **you** and **us** and **the insurer**. **You** should keep it in a safe place.

The **policy** is arranged in different sections. It is important that:

- you** are clear which sections **you** have requested and want to be included as the insurance relates **ONLY** to those sections of the **policy** which are shown in the **schedule** as being included;
- you** understand what each section covers and does not cover;
- you** understand **your** own duties under each section and under the insurance as a whole

Definitions

Wherever the following words appear in this **policy** they will have the meanings shown below.

Appointed Representative

A solicitor, firm of solicitors, barrister, or any other suitably qualified person appointed to act on **your** behalf.

Approved Contractor

A tradesperson authorised in advance by the **insurer** to carry out repairs.

Bodily Injury

Bodily injury includes death or disease.

Buildings

- the **property** and its decorations
- fixtures and fittings attached to the **property**
- domestic outbuildings and garages
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

that **you** own or for which **you** are legally responsible and within the **premises** named in the **schedule**.

Business

Any administrative and non-manual work that you carry out at **your property**, which does not involve any visitors or employees unless **we** agree otherwise and an **endorsement** confirms it.

Business Contents

Computers, printers, fax machines, photocopiers and other equipment belonging to **you** and used in conjunction with **your business** at the **property**.

Business contents does not include:

- property more specifically insured by any other insurance
- compensation for **you** not being able to use the computer or any equipment following loss or damage
- loss of magnetism or corruption of data
- the cost of reconstituting any lost or damaged data
- loss or damage to computer software, software tapes / disks / cd roms, and any data stored
- any **money** held for business purposes

Contents

Household goods and personal items, within the **property**, which belong to **you** or for which **you** are legally responsible.

Definitions

Contents includes:

- carpets, curtains and furniture, televisions, satellite decoders, audio and video equipment, radios, home computers, video cassette recorders, DVD players/recorders
- cameras and camcorders up to £500 per claim and £1,500 in all in any **period of insurance**
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- items in the open within the premises but not contained within the **property** at the time of the loss or damage, up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**)
- money** and **credit cards** up to £300 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- business contents** up to £2,500 in total
- stamps or coins forming part of a collection up to £1,500 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £5,000 or 20% of the sum insured for **contents** whichever is less, within the **property** (subject to a single article limit of £1,500)
- domestic oil in fixed fuel oil tanks up to £1,000
- tenant's fixtures and fittings

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- mobile telephones unless cover has been specifically arranged and is shown in **your schedule**
- any living creature

Definitions

- any part of the **buildings**
- any items held or used for commercial purposes other than **business contents** unless **we** agree otherwise and an **endorsement** confirms it

For the avoidance of doubt, **contents** does not include anything belonging to **your tenants**.

Costs and Expenses

Legal and professional fees for which **you** are responsible, including reasonable fees, **costs and expenses** the **appointed representative** acting for **you**, has to pay for the pursuit or defence of **legal proceedings**.

Credit Cards

Credit cards, charge cards, debit cards, bankers' cards and cash dispenser cards.

Date of Occurrence

The **date of occurrence** is the date of the event, which may lead to a claim (if there is more than one relevant event, the **date of occurrence** means the date of the first of these events).

Deposit

The sum of money collected from the **tenant** and held by **you** or **your** agent as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform his/her obligations set out in the **tenancy agreement**. A minimum amount equal to one months' rent must be retained as a **deposit**.

Domestic Staff

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **property** unless **we** agree otherwise and an **endorsement** confirms it.

Domestic use

The use of **your property** as **your** main residence including any incidental **business** activities.

Endorsement/clause(s)

A change in the terms and conditions of this **policy**.

Essential Services:

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Europe

'**Europe**' will include:

- EU member states

Definitions

- Norway and Switzerland;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline
- the Canary Islands;
- Madeira;

and journeys between these countries.

Excess

The amount payable by **you** in the event of a claim as stated in the **policy/schedule**. This will be the total of the standard **policy excess** and any additional **excesses** shown in **your schedule**.

Guarantor

The individual or organisation shown in the **tenancy agreement** that has received a **tenant reference** (where applicable) and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Home

For section ten, **your principal home** (having no more than 15 rooms) situated within the **United Kingdom**.

Home Emergency

A sudden, unexpected event which requires immediate corrective action to:

- (a) prevent damage or further damage to **your home**;
- (b) make **your home** safe or secure; or
- (c) relieve unreasonable discomfort, risk or difficulty to **you**.

Insurer(s)/they/their

For sections one to eight, the **insurer** will be shown on **your schedule**.

For section nine, Ageas Insurance Limited.

For section ten, Mapfre Asistencia Compania Internacional de Seguros y Reaseguros Sociedad Anonima..

Legal Proceedings

Civil court, civil tribunal, or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the **United Kingdom**.

Main Heating System

The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage. This does not include any non-domestic heating or hot water systems or any form of solar heating.

Definitions

Material Fact(s)	A fact that would influence an insurer whether to accept a risk for insurance or to continue to insure a risk and if so, what premium to charge. You must tell us of any material facts that have changed or occurred since this policy started and/or was last renewed. If you do not tell us about a material fact , your policy could be invalidated. If you are in any way unsure as to what constitutes a material fact , please call our Customer Services Team.
Money	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	A person or persons authorised by you to stay in the property overnight.
Period of Insurance/Cover	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Permanent repair	Repairs and/or work required to put right the damage caused to the property by the emergency .
Personal Possessions	<p>Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you</p> <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none"><input type="checkbox"/> money and credit cards<input type="checkbox"/> pedal cycles<input type="checkbox"/> portable computers or mobile phones <p>unless cover has been specifically arranged and is shown in your schedule</p> <p>For the avoidance of doubt, personal possessions does not include anything belonging to your tenant(s).</p>
Plumbing and Drainage	<p>The cold water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include pipes:</p> <ul style="list-style-type: none"><input type="checkbox"/> which connect components of the heating system; or

Definitions

	<input type="checkbox"/> for which your water supply or sewerage company are responsible
Policy	The written contract between you and the insurer , which comprises this booklet, the statement of fact , the schedule and any endorsements/clauses , which should be read together. The policy is based on information you gave when you applied for this insurance.
Premises	The address which is named in the schedule .
Property	The private dwelling including outbuildings at the premises shown in the schedule used for domestic use only, unless you tell us , and we agree, that your property is used for other purposes and an endorsement confirms it.
Rent	The monthly amount payable by a tenant to you as set out in the tenancy agreement .
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this policy and contains details of what you have chosen, and the insurers have agreed, to insure.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Statement of Fact	A record of the information you provided us when originally applying for this insurance and subsequently, and which will have been provided to you by us as evidence of the basis on which your application has been accepted and this policy issued.
Sum(s) Insured	The particular amount of cover for the section or individual item as shown in the schedule or policy .
Temporary Repair	The repair that will resolve the emergency but may need to be replaced by a permanent repair .
Tenancy Agreement	Agreement between you and your tenant in relation to the property which is: <input type="checkbox"/> an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the United Kingdom , or

Definitions

- a **Company Residential Tenancy** (**Company Let**) created after 28th February 1998 where the **tenant** is a public limited company (plc) or limited company (ltd) and the **property** is let purely for residential purposes, or
- a written common law residential **tenancy agreement** created after 28th February 1997 between individuals where the rent is more than £25,000 per annum subject to the laws of England and Wales.

The initial **tenancy agreement** must be for a fixed term of no more than 12 months.

Tenant

The occupier of the **property named** in and who is a signatory of the **tenancy agreement**, their partner and all members of their family residing with them

Tenant Reference

A four point check consisting of the following:

- A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgements in the past three years and no outstanding County Court Judgements;
- A copy of the **tenant/guarantor's** passport or driving licence including the photograph page;
- A further form of identification;
- A written employer's reference (where applicable) confirming the **tenant** and any **guarantor's** permanent and current employment and that their salary is sufficient to meet their **rent** liability after deduction of other normal living costs.

If all of the above are not available, a full **tenant reference** showing a Pass on the **tenant** and any **guarantor** must be obtained from an approved tenant referencing company.

United Kingdom

The **United Kingdom** will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Definitions

Unfurnished

Without sufficient furniture and furnishings for normal living purposes for more than 30 consecutive days.

Unoccupied

Not lived in by **you, your tenant** or a person authorised by **you** for more than 30 consecutive days.

Valuables

- jewellery
- furs
- gold, silver, gold and silver plated articles
- pictures.

Vermin

Brown or black rats, house or field mice, squirrels, wasp and hornet nests.

We / us / our

Avantia Insurance Limited trading as **homeprotect**.

You / your / insured /

For sections one to eight:-

If the **property** is **your** permanent place of residence: the person or persons named in the **schedule**, their partner and all members of their family residing with them.

If the **property** is let to one or more **tenant(s)**: the person or persons named in the **schedule** and defined in the **tenancy agreement** as the landlord who has paid the premium to **us**.

For section nine:-

The person or persons named in the **schedule**, who must be domiciled in the **United Kingdom**, plus any of the following who live with them in their permanent place of residence: their spouse or partner; their parents; their parents-in-law, their children under the age of 21. Anyone claiming under this **policy** must have their agreement to make a claim.

For section ten:-

The person named in the **schedule** and/or any person who lives in or is staying at the **home**.

General Conditions applicable to the whole of this policy

Each **property** included under this **policy** is considered to be covered as if separately insured.

At all times **you** must

- a) ensure that the **sums insured** shown in **your schedule** are adequate throughout the **period of insurance**. This means that:
 - i. **buildings** should be insured such that the full cost of rebuilding the **buildings** in the same form, style and condition as new is covered by the **sum insured** shown on **your schedule**. **You** should also include a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements in the **sum insured**, and that
 - ii. **contents** should be insured for the full cost of replacement as new.
- b) take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- c) tell **us** immediately if the nature of the usage of the **property** changes, for example, if **you**:
 - i. stop using the **property** as **your** permanent private residence
 - ii. regularly leave the **property** unattended by day or night other than for **your** normal job of work, or
 - iii. leave the **property unoccupied** or **unfurnished**.
- d) tell **us** before **you** start any conversions, extensions or any other structural work to the **buildings**.

In addition, if the **property** is let, lent or sub-let, **you** must:

- a) tell **us** immediately if there is a break in **tenancy agreement** of more than 30 days.
- b) tell **us** immediately if the type of **tenant** changes from that noted in the **statement of fact**.
- c) comply with any Local Authority regulations or statutory conditions regarding the letting of the **property**.
- d) ensure that all gas appliances fitted at the **property** are serviced by a Gas Safe Register (formerly CORGI) registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- e) comply with the Electrical Equipment (Safety) Regulations 1994.
- f) comply with the Furniture and Furnishings (fire safety) Regulations (amended 1993).
- g) ensure there is a **tenancy agreement** of 6 months or more remaining on the existing **tenancy agreement** or the **property** must have been occupied for 12 months or more by the same **tenant(s)** with no gap between the **tenancy agreements**, along with a suitable **tenant reference**.

If **you** fail to comply with any of the above General Conditions, cover may be limited (as defined in 'General Exclusions applicable to the whole of this **policy**' paragraph h) on page 17) or this **policy** may become invalid.

Data Protection Act 1998

Any information **you** have provided will be processed by **us** and **insurers** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Additional conditions apply to sections nine and ten. Please read the relevant section for full details

General Exclusions applicable to the whole of this policy

a) Radioactive Contamination and Nuclear Assemblies Exclusion

The **insurer** will not pay for

1. loss or destruction of or damage to any property, or any loss or expenses resulting or arising from such loss, destruction or damage
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

b) War Exclusion

The **insurer** will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Existing and Deliberate Damage

The **insurer** will not pay for loss or damage

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you** or **your** guests, **your tenants** or their guests
3. if the **property** is let, for any claims where the **deposit** is greater than the amount claimed.

d) Indirect Loss or Damage

The **insurer** will not pay for any losses or damage that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

e) Electronic Data Exclusion Clause

The **insurer** will not pay for

1. Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from such loss, destruction or damage

General Exclusions applicable to the whole of this policy

2. Any legal liability of whatsoever nature;
directly or indirectly caused by or contributed to by or arising from
 - i) computer viruses, erasure or corruption of electronic data
 - ii) the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of any nature.

f) **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

g) **Biological and Chemical Contamination Clause**

The **insurer** will not pay for

1. Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from such loss, destruction or damage
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

1. Terrorism; and/or
2. Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

1. The causing, occasioning or threatening of harm;
2. Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

General Exclusions applicable to the whole of this policy

h) Properties left regularly unattended, unfurnished or unoccupied for more than 30 consecutive days

Unless otherwise already agreed by **us**, and in all cases where **you** have not told **us** about a change in the nature of the usage of the **property**, the following conditions and exclusions will apply to any **property** that is regularly left unattended, **unoccupied** or **unfurnished** for more than 30 consecutive days:

1. **You** must ensure that:
 - i) all external doors are securely locked, and
 - ii) all accessible windows are securely fastened, and
 - iii) an internal and external inspection of the **property** is made every 7 days, and
 - iv) all waste including accumulated mail is removed from the **property**, and all sources of power, fuel or water are turned off and the water system is drained down.
2. Damage caused by the following means will be excluded:
 - i) malicious persons or vandals
 - ii) water or oil escaping from any fixed water or heating system, and the cost of the water/oil itself
 - iii) water freezing in any water or heating system
 - iv) theft or attempted theft
 - v) accidental damage
 - vi) breakage of glass or sanitary ware.

If **you** fail to notify **us** within 90 days of the change, that the nature of the usage of the **property** has changed, this **policy** will become invalid.

i) Loss of value

The **insurer** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

j) Wear and Tear

The **insurer** will not pay for damage caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

k) Deception

The **insurer** will not pay for loss or damage or liability caused by deception other than by any person using deception to gain entry to your **property**.

1. Safeguarding your property

The **insurer** will not pay for loss or damage caused by **your** failure to safeguard **your** property at all times.

General Exclusions applicable to the whole of this policy

l) Loss of Profit

The **insurer** will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind unless expressly stated in this **policy**.

1. Contract Works

The **insurer** will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it and an **endorsement** confirms it.

Additional exclusions apply to sections nine and ten. Please read the relevant section for full details

Claims Conditions applicable to the whole of this policy

In the event of a claim or possible claim under this **policy**

1. **you** must call the claims telephone number shown on **your schedule** as soon as possible giving full details of what has happened.
2. **you** must provide details of what has happened within 30 days and provide any other required information.
3. **you** must forward within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any **property** to the **insurer** without **their** written permission.
9. if the **property** is let **you** must be able to provide on request a copy of the **tenancy agreement** and proof of receipt of the **deposit**.

If **you** fail to comply with any of the above duties, it may invalidate **your claim**.

How the insurer will deal with your claim

1. Defence of claims

The **insurer** may

- a) take full responsibility for conducting, defending or settling any claim in **your** name.
- b) take any action **they** consider necessary to enforce **your** rights or **their** rights under this **policy**.

Claims Conditions applicable to the whole of this policy

2. Other insurance

The **insurer** will not pay a claim if any loss, damage or liability covered under this **policy** is also covered wholly or partly under any other insurance except for any **excess** which applies under the other insurance.

This clause does not apply to fatal injury (section two, **Contents-H**).

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this **policy** will be invalid and any claims will not be paid. **You** may also be liable to criminal prosecution.

4. No claims discount

Please be aware that any claim settled under this **policy** will reduce the amount of discount previously offered.

If **you** wish to check with **us** before submitting a claim, in order to establish the level of discount which will be lost, please call us Customer Services Team.

Section one

Buildings

The following cover applies only if **your schedule** shows that it is included

What is covered

What is not covered

This policy covers the buildings for loss or damage directly caused by	The insurer will not pay
1. fire, lightning, explosion, earthquake or smoke	a) for smoke damage caused by smog, agricultural or industrial work or any gradual cause b) the excess as shown on your schedule for every claim
2. aircraft and other flying devices or items dropped from them	the excess as shown on your schedule for every claim
3. storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) for loss or damage which happens gradually d) the excess as shown on your schedule for every claim or if applicable to your policy , the Storm, Flood or Weight of Snow excess as shown on your schedule for every claim, whichever is the greater
4. escape of water from and frost damage to fixed water tanks, apparatus and pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the cost of tracing and repairing the cause of the escape of water unless it has been caused as a result of a peril that is insured under section one. d) the excess as shown on your schedule for every claim and/or if applicable to your policy the Escape of Water excess as shown on your schedule for every claim
5. escape of oil from a fixed domestic oil-fired heating installation and smoke	a) the excess as shown on your schedule for every claim

Section one

Buildings (continued)

What is covered

What is not covered

What is covered	What is not covered
<p>This policy covers the buildings for loss or damage directly caused by</p>	<p>The insurer will not pay</p>
<p>damage caused by fault in any fixed domestic heating installation</p>	<p>b) for loss or damage caused by faulty workmanship</p>
<p>6. theft or attempted theft</p>	<p>Either</p> <p>a) for loss or damage while the property is unfurnished; or</p> <p>b) for loss or damage while the property is let, lent or sub-let unless the loss or damage follows a violent and forcible entry to the property</p> <p>c) the excess as shown on your schedule for every claim</p>
<p>7. collision by any vehicle or animal</p>	<p>the excess as shown on your schedule for every claim</p>
<p>8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	<p>a) for loss or damage while the property is unfurnished</p> <p>b) the excess as shown on your schedule for every claim</p>
<p>9. subsidence or heave of the site upon which the buildings stand, or landslip</p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the property is also affected at the same time by the same event</p> <p>b) for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event</p> <p>c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) the Subsidence, Landslip or Heave excess and any additional excess shown on your schedule for every claim</p> <p>f) for loss or damage caused by coastal erosion</p>

Section one

Buildings (continued)

What is covered

What is not covered

This policy covers the buildings for loss or damage directly caused by	The insurer will not pay
	g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the excess as shown on your schedule for every claim
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the excess as shown on your schedule for every claim

What is covered

What is not covered

This section of the policy also covers	The insurer will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <input type="checkbox"/> fixed glass and double glazing (including the cost of replacing frames) <input type="checkbox"/> solar panels <input type="checkbox"/> sanitary ware <input type="checkbox"/> ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage while the buildings are unfurnished</p> <p>b) the excess as shown on your schedule for every claim</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <input type="checkbox"/> domestic oil pipes <input type="checkbox"/> underground water-supply pipes <input type="checkbox"/> underground sewers, drains and septic tanks <input type="checkbox"/> underground gas pipes <input type="checkbox"/> underground cables <p>which you are legally liable for</p>	the excess as shown on your schedule for every claim

Section one

Buildings (continued)

What is covered

What is not covered

This section of the policy also covers	The insurer will not pay
<p>C) Either</p> <ul style="list-style-type: none"> <input type="checkbox"/> loss of rent due to you which you are unable to recover or <input type="checkbox"/> additional costs of alternative accommodation, substantially the same as the existing accommodation at the property, which you have to pay for while the buildings cannot be lived in <p>following loss or damage which is covered under section one</p>	<p>a) any amount over: £20,000 or 10% (or £50,000, whichever is the lesser) of the sum insured for buildings if the property has 6 or more bedrooms</p> <p>b) if the property is let, any loss as a result of your tenant(s) leaving without giving notice to you or your letting agents</p> <p>c) costs, fees or charges you have to pay to your letting agents</p>
<p>D) expenses you have to pay for and which the insurer has agreed in writing for</p> <ul style="list-style-type: none"> <input type="checkbox"/> architects', surveyors', consulting engineers' and legal fees <input type="checkbox"/> the cost of removing debris and making safe the property <input type="checkbox"/> costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which are covered under section one</p>	
<p>E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>more than £750 in any period of insurance. If you claim for such loss under sections one and two, the insurer will not pay more than £750 in total</p>
<p>F) anyone buying the property who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>

Section one

Buildings (continued)

Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included

What is covered

What is not covered

This extension covers	The insurer will not pay
accidental damage to the buildings	<ul style="list-style-type: none">a) for damage or any proportion of damage which they specifically exclude elsewhere under section oneb) for the buildings moving, settling, shrinking, collapsing or crackingc) for damage while the property is being altered, repaired, cleaned, maintained or extendedd) for damage to outbuildings and garages which are not of standard construction unless you have notified us accordingly and it is recorded in the statement of facte) for damage while the property is let, lent or sub-let unless you have notified us accordingly and it is recorded in the statement of factf) for loss or damage caused if the property is unoccupied or unfurnished for more than 30 consecutive days in any period of insurance unless you have notified us accordingly and it is recorded in the statement of factg) for the cost of general maintenanceh) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frosti) for damage arising from faulty design, specification, workmanship or materialsj) for damage from mechanical or electrical faults or breakdownk) for damage caused by dryness, dampness, extremes of temperaturel) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.

Section one

Buildings (continued)

Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is not covered

	We will not pay
	m) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
	n) the excess as shown on your schedule for every claim

Conditions that apply to section one (buildings) only

Settling claims

How the insurer will deal with your claim

1. If **your** claim for loss or damage is covered under section one, the **insurer** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repairedIf the **buildings** were not in a good state of repair the **insurer** will deduct an amount from **your** claim.
2. The **insurer** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. The **insurer** will not reduce the **sum insured** under section one after **they** have paid a claim as long as **you** agree to carry out **their** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means that cost of rebuilding or repairing the **buildings** at the time of the loss or damage is more than **your sum insured** for the **buildings**, then the **insurer** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of rebuilding or repairing the **buildings**, the **insurer** will only pay one half of the cost of rebuilding or repair.

Limit of insurance

The **insurer** will not pay more than the **sum insured** for each **premises** shown in the **schedule**.

Section two

Contents

The following cover applies only if **your schedule** shows that it is included

What is covered	What is not covered
This policy covers the contents for loss or damage directly caused by	The insurer will not pay
1. fire, lightning, explosion, earthquake or smoke	a) for smoke damage caused by smog, agricultural or industrial work or any gradual cause b) the excess as shown on your schedule for every claim
2. aircraft and other flying devices or items dropped from them	the excess as shown on your schedule for every claim
3. storm, flood or weight of snow	a) for items in the open b) for loss or damage which happens gradually c) the excess as shown on your schedule for every claim or if applicable to your policy , the Storm, Flood or Weight of Snow excess as shown on your schedule for every claim, whichever is the greater
4. escape of water from and frost damage to fixed water tanks, apparatus and pipes	the excess as shown on your schedule for every claim and/or if applicable to your policy the Escape of Water excess as shown on your schedule for every claim
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) the excess as shown on your schedule for every claim
6. theft or attempted theft	a) any amount over £1,000, for contents within detached domestic outbuildings and garages b) the excess as shown on your schedule for every claim
7. collision by any vehicle or animal	the excess as shown on your schedule for every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the excess as shown on your schedule for every claim

Section two

Contents (continued)

The following cover applies only if **your schedule** shows that it is included

What is covered

What is not covered

This policy covers the contents for loss or damage directly caused by	The insurer will not pay
9. subsidence or heave of the site upon which the buildings stand, or landslip	a) for loss or damage following damage to solid floors unless the walls of the property are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification workmanship or materials c) for loss or damage which, but for the existence of this insurance, would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion f) the Subsidence, Landslip or Heave excess and any additional excess shown on your schedule for every claim
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the excess as shown on your schedule for every claim

Section two

Contents (continued)

What is covered	What is not covered
<p>This section of the policy also covers</p> <p>A) accidental damage to</p> <ul style="list-style-type: none"> <input type="checkbox"/> televisions, satellite decoders <input type="checkbox"/> audio and video equipment <input type="checkbox"/> radios <input type="checkbox"/> home computers, video cassette recorders <input type="checkbox"/> DVD players/recorders <p>all situated within the property</p>	<p>The insurer will not pay</p> <ul style="list-style-type: none"> a) for damage or deterioration caused in the process of cleaning, repair, renovation or dismantling b) for damage to tapes, records, cassettes, discs or computer software c) for mechanical or electrical faults or breakdown d) for loss of or damage to portable computers, mobile phones, camcorders, cameras or any other electronic equipment designed to be portable e) the excess as shown on your schedule for every claim
<p>B) accidental damage to</p> <ul style="list-style-type: none"> <input type="checkbox"/> fixed glass and double glazing <input type="checkbox"/> sanitary ware <input type="checkbox"/> mirrors <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> <input type="checkbox"/> glass tops and fixed glass in furniture <input type="checkbox"/> ceramic hobs 	<ul style="list-style-type: none"> a) for the cost of repairing, removing or replacing frames b) the excess as shown on your schedule for every claim
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the property against loss or damage caused by:</p> <p>(i) any of the events insured under numbers I-10 in section two while the contents are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> in an occupied private dwelling <input type="checkbox"/> in any building where you are living or working <input type="checkbox"/> in a building for valuation, cleaning or repair <input type="checkbox"/> in a furniture store <input type="checkbox"/> in a bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new property or to or from a bank, safe deposit or a furniture store</p>	<ul style="list-style-type: none"> a) for contents outside the United Kingdom b) for money or credit cards c) any amount over 20% of the sum insured under section two for contents in a furniture store d) the excess as shown on your schedule for every claim

Section two

Contents (continued)

What is covered

What is not covered

This section of the policy also covers	The insurer will not pay
D) up to twelve months rent you have to pay as occupier if the property cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
E) costs of using other accommodation, substantially the same as your existing accommodation which you have to pay for if the property cannot be lived in following loss or damage which is covered under section two	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
F) your legal responsibility as a tenant for loss or damage to the buildings (which would be covered under section one whether you have selected that cover or not) caused by loss or damage which is covered under section two	<ul style="list-style-type: none"> a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures and fittings c) for loss or damage arising from subsidence, heave or landslip d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously e) for loss or damage while the buildings are unfurnished f) the cost of maintenance or normal re-decoration g) the excess as shown on your schedule for every claim
G) the cost of repairing accidental damage to <ul style="list-style-type: none"> <input type="checkbox"/> domestic oil pipes <input type="checkbox"/> underground water-supply pipes <input type="checkbox"/> underground sewers, drains and septic tanks <input type="checkbox"/> underground gas pipes <input type="checkbox"/> underground cables which you are legally liable for as a tenant only	<ul style="list-style-type: none"> a) damage to the buildings which is excluded under section one of this insurance (whether in force or not) b) the excess as shown on your schedule for every claim

Section two

Contents (continued)

What is covered

What is not covered

This section of the policy also covers	The insurer will not pay for
H) fatal injury to you , happening at the premises , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury	any amount over £10,000 for each insured person
I) costs you have to pay for replacing locks to safes, alarms and outside doors in the property following theft or loss of your keys	any amount over £500 in any period of insurance
J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	more than £750 in any period of insurance . If you claim for such loss under sections one and two, the insurer will not pay more than £750 in total
K) the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul style="list-style-type: none"> a) for loss or damage caused by an electricity or gas company cutting off or restricting your supply to the property b) for loss or damage due to the failure of your electricity or gas supply to the property caused by a strike or any other industrial action c) any amount over £200 unless separately covered under section six
<p>L) loss or damage arising within the property as a result of any cause listed in numbers 1 - 10 of section two, to replace music media and/or video you have bought and stored on your home computer that is deemed irretrievably lost and has not been otherwise stored on other pre-recorded or writable media</p> <p>In order for a claim to be considered you must be able to supply the insurer with proof of purchase</p>	<p>The cost of:</p> <ul style="list-style-type: none"> a) remaking a film, a tape or a disc b) rewriting the information on your media playing equipment c) any amount over £500 in any period of insurance d) any claim unless proof of purchase can be provided

Section two

Contents (continued)

What is covered

What is not covered

This section of the policy also covers	The insurer will not pay for
M) contents belonging to a member of your family who is away at university/ college during term-time but who usually resides at the property against perils 1-10 of section two	a) more than £2,500 in total b) more than £500 for any one item c) loss of or damage to mobile phones or portable computers d) theft unless following forcible and violent entry

Accidental damage to **contents**

The following applies only if the **schedule** shows that accidental damage to **contents** is included

What is covered

What is not covered

This extension covers	The insurer will not pay
accidental damage to the contents within the property	<ul style="list-style-type: none"> a) for damage or any proportion of damage which is specifically excluded elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for portable computers and mobile phones unless otherwise shown on your schedule g) for money, credit cards, documents or stamps h) for damage to contact, corneal or micro corneal lenses i) for damage while the property is let, lent or sub-let unless you have notified us accordingly and it is recorded in the statement of fact j) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost k) for damage arising out of faulty design, specification, workmanship or materials l) for damage from mechanical or electrical faults or breakdown m) for damage caused by dryness, dampness, extremes of temperature and exposure to light n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination o) the excess as shown on your schedule for every claim

Conditions that apply to section two (contents) only

Settling claims

How the **insurer** deal with **your** claim

1. If **you** claim for loss or damage to the **contents** the **insurer** will decide whether to repair, replace or pay for any article covered under section two. For total loss or destruction of any article the **insurer** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- you** have paid or the **insurer** has authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes
- pedal cycles

where the **insurer** will take off an amount for depreciation.

2. The **insurer** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. The **insurer** will not reduce the **sum insured** under section two after **they** have paid a claim as long as **you** agree to carry out **their** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then the **insurer** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, the **insurer** will only pay one half of the cost of repair or replacement.
5. The **sum insured** under this section will automatically be increased by 10% for a 30 day period before and after **your** wedding day, as well during any month in which **you** celebrate a religious festival, against perils 1-10 under section two.

Limit of insurance

The **insurer** will not pay any more than the **sum insured** for the **contents** of each **premises** shown in the schedule.

It is **your** responsibility to ensure that the **contents sum insured** is adequate to replace **your** property in the event of a covered loss. If **you** have any concerns over this figure, please contact **our** Customer Services Team.

Index linking

The **sums insured** will be adjusted each month in line with the Durable Household Goods Section of the Retail Price Index or in line with any other index the **insurer** decides.

Section three

Accidents to Domestic Staff

The following applies only if the **contents** are insured under section two.

What is covered

What is not covered

The insurer will cover you	The insurer will not pay
for amounts you become legally liable to pay, including costs and expenses which the insurer has agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	for bodily injury resulting <ul style="list-style-type: none"><input type="checkbox"/> from any vehicle outside the premises<input type="checkbox"/> from any vehicle used for racing, pacemaking or speed testing<input type="checkbox"/> from any communicable disease or condition<input type="checkbox"/> in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

The **insurer** will not pay more than £5,000,000 for any one accident or series of accidents resulting from any one event, plus the costs and expenses which the **insurer** has agreed in writing.

Section four

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this **policy**

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered

What is not covered

The insurer will cover you	The insurer will not cover you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <input type="checkbox"/> bodily injury <input type="checkbox"/> damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <input type="checkbox"/> bodily injury <input type="checkbox"/> damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<ul style="list-style-type: none"> a) for bodily injury to <ul style="list-style-type: none"> <input type="checkbox"/> you <input type="checkbox"/> any other permanent resident of the property <input type="checkbox"/> any person who at the time of sustaining such injury is engaged in your service b) for bodily injury arising directly or indirectly from any communicable disease or condition c) as a result of any criminal or violent act to another person or property d) for damage to property owned by or in the charge or control of <ul style="list-style-type: none"> <input type="checkbox"/> you <input type="checkbox"/> any other permanent resident of the property <input type="checkbox"/> any person engaged in your service e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f) as a result of any profession, occupation, business or employment g) which you have assumed under contract and which would not otherwise have applied (Exclusions continued over the page)

Legal Liability to the Public (continued)

Part A

What is not covered

The insurer will cover you	The insurer will not cover you for any liability
	<p>h) as a result of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) a motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> <input type="checkbox"/> domestic gardening equipment used within the premises and <input type="checkbox"/> pedestrian controlled gardening equipment used elsewhere ii) a power-operated lift iii) an aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) an animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 <p>i) for any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <input type="checkbox"/> caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and <input type="checkbox"/> reported to the claims department not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination resulting from the accident shall be deemed to have happened at the time of the accident</p> <p>j) as a result of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Section four

Legal Liability to the Public (continued)

Part B

What is covered

The insurer will pay for
sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:
<input type="checkbox"/> Part A(ii) of this section would have indemnified you had the award been made against you rather than to you
<input type="checkbox"/> there is no appeal pending
<input type="checkbox"/> you agree to allow us to enforce any right which we shall become entitled to upon making payment

What is not covered

The insurer will not pay
a) for any amount in excess of £250,000
b) if the property is let, lent or sub-let
c) for any liability if you are entitled to cover under other insurance

Part C

What is covered

The insurer will pay
any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you

What is not covered

The insurer will not pay
a) for any liability if you are entitled to cover under any other insurance
b) for the cost of repairing any fault or alleged fault
c) if the property is let, lent or sub-let

Limit of insurance

The insurer will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under section four:- more than £2,000,000 in all for Part A and C, and £250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **they** have agreed in writing.

Section five

Valuables and personal possessions

The following cover applies only if the **schedule** shows that it is included and if **contents** are insured under section two

What is covered

What is not covered

This policy covers	The insurer will not pay
<p>valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage anywhere in the world</p> <p>cover is restricted to 90 days in any one period of insurance, while the valuables and personal possessions are temporarily outside the United Kingdom</p>	<ul style="list-style-type: none"> a) for damage caused by moth or vermin b) for damage from electrical or mechanical faults or breakdown c) any amount over £1,500 for any one item unless specifically listed in your schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) the excess as shown on your schedule for unspecified items for every claim j) for portable computers and mobile phones unless otherwise stated in the specification(s) in your schedule and you have paid the appropriate additional premium for those items k) for any loss or damage while the property is let, lent or sub-let or unoccupied l) for theft or disappearance from an unattended motor vehicle unless the items are locked away out of sight and force or violence has been used to get into the vehicle. Cover is limited to £750 each and every claim

Section five

Valuables and personal possessions (continued)

What is covered

What is not covered

	The insurer will not pay
	m) for any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms

Conditions that apply to section five (valuables and personal possessions) only

Settling claims

How the **insurer** will deal with **your** claim

1. The **insurer** will decide whether to repair, replace or pay for any article lost or damaged.
2. If any insured item is part of a pair or set and has an insured value of £1,500 or over:
 - The **insurer** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - The **insurer** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
3. If the total value of unspecified items at the time of the loss or damage is more than **your sum insured** for such items, then the **insurer** will only pay for a proportion of the claim. For example if **your sum insured** only represents one half of the total value of unspecified items **they** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **property** the **insurer** will not take account of the value of **personal possessions** in the **property** at the time of such loss or damage.

Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule**.

Section six

Domestic freezer cover

The following cover applies only if the **schedule** shows that it is included and if **contents** are insured under section two

What is covered

Section two of this **policy** is increased to cover the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes

What is not covered

The **insurer** will not cover **you**

- a) for loss or damage caused by any electricity or gas company cutting off or restricting the supply to the **property**
- b) for loss or damage due to the failure of the electricity or gas supply to the **property** caused by a strike or any other industrial action
- c) if the **property** is let, lent or sub-let or **unoccupied**
- d) if the **property** is **unoccupied** for a period of greater than 30 consecutive days

Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule** (in addition to the cover automatically provided under section two).

Section seven

Pedal cycle cover

The following cover applies only if the **schedule** shows that it is included and if **contents** are insured under section two

What is covered

Section two of this **policy** extends to cover the following

the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

What is not covered

The **insurer** will not pay

- a) for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the pedal cycle is stolen or damaged at the same time
- b) for damage caused by mechanical or electrical faults or breakdown
- c) for loss or damage while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes

Section seven

Pedal cycle cover (continued)

Section two of this policy is increased to cover	The insurer will not pay
	d) to replace a stolen pedal cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule**.

Section eight

Money and credit card cover

The following cover applies only if the **schedule** shows that it is included and if **contents** are insured under section two

What is covered

What is not covered

Section five of this policy extends to cover the following	The insurer will not pay
<input type="checkbox"/> theft or accidental loss of your money	a) to make up any shortages due to error or omission
<input type="checkbox"/> any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)	b) for loss of value
anywhere in the world, providing that	c) if the property is let, lent or sub-let or unoccupied
<input type="checkbox"/> within 24 hours of you discovering any such loss or theft, you have notified the police and, in the case of credit card(s) , the card issuing company; and	d) the excess as shown on your schedule for every claim
<input type="checkbox"/> you have complied with all other conditions under which your credit card(s) were issued to you	

Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule**.

Section nine

Legal Expenses Cover

The following cover applies only if the **schedule** shows that it is included and if either the **buildings** are insured under section one or the **contents** are insured under section two of this **policy**

The **insurer** will insure **you** for legal **costs and expenses** for an insured event as specified in this section of the **policy**:

- which occurs within the **United Kingdom**, the Isle of Man and the Channel Islands
- which occurs during the **period of insurance**
- up to the **Sum Insured** shown on **your schedule**
- subject to the terms, exclusions and conditions of the **policy**.

Important Notice

Please do not ask for help from a solicitor until the **insurer** has agreed to cover their costs. If **you** do, **they** will not be able to pay the costs incurred. Please remember that **their** claims line is in operation 24 hours a day, 365 days a year.

Additional definitions applicable to section nine of the policy only are shown on pages 6 - 13

What is covered

What is not covered

Section nine of this policy covers the following	The insurer will not pay for
<p>Cost and Expenses</p> <p>to a maximum of £100,000 for any of the following insured incidents, in order to pursue a civil claim directly arising from one or more of the following events or causes, occurring within the United Kingdom, the Isle of Man or the Channel Islands, where the date of occurrence is within the period of insurance and provided that, the premium has been paid, if we consider that there are good prospects of success:</p> <p>1. Your death or personal injury</p>	<p>a) any illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident,</p> <p>b) death or personal injury arising out of a road traffic accident.</p>
<p>2. An infringement of your legal rights as a result of your ownership or occupation of your permanent place of residence.</p>	
<p>3. The sale or purchase of your permanent place of residence</p>	

Section nine

Legal Expenses Cover (continued)

Section nine of this policy covers the following	The insurer will not pay
<p>4. Property Protection Civil actions relating to material property, which is owned by you or for which you are responsible, following:</p> <ul style="list-style-type: none"> i) any event, which causes or could cause physical damage to such material property ii) any nuisance or trespass provided that you are responsible for the first £250 of every claim. 	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> a) a lease of less than eight years, or a licence or tenancy of land or buildings, unless the dispute is with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement, b) the planning, construction or structural alteration of any buildings or parts of them, c) subsidence, ground heave, landslip, mining or quarrying, d) any building or land other than your principal home, e) someone legally taking your principal home from you, whether you are offered money or not, or restrictions or controls placed upon your principal home by any government or public or local authority unless the claim is for accidental physical damage, f) work done by any government or public, or local authority unless the claim is for accidental physical damage, g) damage to material property including motor vehicles which arises as a result of a road traffic accident, h) any contract entered into by you.
<p>5. The purchase, hire, leasing or sale of personal or private goods, or the provision of services for your private or personal use to include any claim resulting from the purchase, repair, servicing or maintenance of a motor vehicle owned or used by, or hired or leased to you.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> a) a collision, accident or incident resulting from the driving or use of a motor vehicle owned by, or hired or leased to you, b) the settlement payable under an insurance policy.
<p>6. Employment disputes resulting from a contract of employment entered into by you for your work as an employee</p>	

Legal Expenses Helpline

The **insurer** provides this service 24 hours a day, seven days a week during the **period of insurance**. The Helpline applies to the **United Kingdom**. To help the **insurer** check and improve **their** service standards, telephone calls may be recorded.

When phoning, please tell the **insurer you** are a member of the **homeprotect** scheme.

Please do not phone the Helpline to report a general insurance claim.

Legal advice service

The **insurer** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the **United Kingdom**, the Isle of Man and the Channel Islands.

The **insurer** will not accept responsibility if the Helpline services are unavailable for reasons **they** cannot control.

To contact the helpline, please refer to the number printed on **your schedule**.

Exclusions applicable to section nine (Legal Expenses) only

1. Any claim reported to the **insurer** more than 180 days after the **date of occurrence**.
2. An infringement of legal rights which occurs within 60 days of the start of this **policy**.
3. A breach of a contract of employment which occurs within 90 days of the start of this **policy**.
4. Any **costs and expenses** incurred whilst **you** are bankrupt unless **your** affairs are in the hands of a receiver. In order to pursue a valid claim, the **insurer** will only be able to deal directly with the receiver.
5. Any incident or matter which occurs before the start of this **policy**.
6. Any **costs and expenses** incurred before **their** written acceptance of a claim or which are greater than **they** have approved.
7. Legal expenses of any appeal proceedings, unless **you** tell the **insurer** of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **they** consider the appeal to have a reasonable chance of success.
8. The first £25 of each claim, which must be paid to the **insurer** before **they** can act.
9. Any claim where the amount in dispute is less than £100.
10. Any travelling expenses, subsistence allowances or compensation payments for absence from work.
11. Fines, penalties, compensation or damages, which **you** are ordered to pay by a court or other authority.
12. Enforcement of money judgements.
13. Any insured incident intentionally brought about by **you**.
14. Any claim relating to:
 - i) Any criminal act or conduct or alleged criminal act or conduct,
 - ii) Divorce, judicial separation, annulment, cohabitation, residence, contact, financial provision, ancillary relief, affiliation, pre-nuptial agreements, mediation, conciliation, or care proceedings,

Exclusions applicable to section nine (Legal Expenses) only (continued)

- iii) Probate or inheritance,
 - iv) Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidentiality agreements,
 - v) **Your** business profession or trade, or any venture for gain undertaken by **you**, outside **your** contract of employment,
 - vi) Clinical negligence,
 - vii) Shareholding, directorship or partnership disputes,
 - viii) Written or verbal remarks, which damage **your** reputation,
 - ix) Injury, loss or damage directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
15. Any reference to the European Court whether made by **you**, a court arbitrator or tribunal.
16. A dispute with the **insurer**.
17. An application for Judicial Review.
18. Any legal action **you** take which the **insurer** or the **appointed representative** has not agreed to, or where **you** do anything that hinders the **insurer** or the **appointed representative**.

General Conditions applicable to Section Nine (Legal Expenses) only

This is a legally binding contract of insurance between **you** and the **insurer**. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. The **insurer** may cancel or change any part of this contract without getting anyone else's permission.

You must:

- 1.
 - i) Keep to the terms and conditions of this **policy**,
 - ii) Take reasonable steps to keep any amount the **insurer** has to pay as low as possible,
 - iii) Try to prevent anything happening that may cause a claim,
 - iv) Send everything the **insurer** asks for in writing.
- 2.
 - i) The **insurer** can take over and conduct in **your** name, any claim or **legal proceedings** at any time,
 - ii) The **insurer** can negotiate any claim on **your** behalf,
 - iii) **You** are free to choose an **appointed representative** (by sending the **insurer** a suitable qualified person's name and address) if:
 - a) The **insurer** agrees to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings: or
 - b) There is a conflict of interest:
The **insurer** may choose not to accept **your** choice, but only in exceptional circumstances.

General Conditions applicable to Section Nine (Legal Expenses) only (continued)

If there is a disagreement over the choice of **appointed representative** in these circumstances, **you** may choose another suitable qualified person.

- iv) An **appointed representative** will be appointed by the **insurer** and represent **you** according to **their** standard terms of appointment. The **appointed representative** must cooperate fully with the **insurer** at all times,
 - v) The **insurer** will have direct contact with the **appointed representative**,
 - vi) **You** must cooperate fully with the **appointed representative** and the **insurer**. **You** must keep the **insurer** up to date with the progress of the claim and attend any meetings if requested to do so, all at **your** own expense,
 - vii) **You** must give the **appointed representative** any instructions that the **insurer** requires.
3.
 - i) **You** must tell the **insurer** if anyone offers to settle a claim or makes an offer of payment into court,
 - ii) If **you** do not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay any further **costs and expenses**,
 - iii) The **insurer** may decide to pay **you** the amount of damages that **you** are claiming, instead of starting or continuing **legal proceedings**.
 4.
 - i) **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if the **insurer** ask for this,
 - ii) **You** must take every step to recover **costs and expenses** that the **insurer** has to pay, and must pay the **insurer** any **costs and expenses** that are recovered,
 - iii) The **insurer** will not be bound by any promises or undertaking which **you** may give to the **appointed representative**, or which **you** or the **appointed representative** give to any person about payment of fees or expenses.
 5. If the **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss the **appointed representative** without good reason, the cover the **insurer** provides will end at once, unless the **insurer** agrees to elect another **appointed representative**.
 6. If **you** settle a claim or withdraw a claim without the **insurer's** agreement, or do not give suitable instructions to an **appointed representative**, the cover the **insurer** provides will end at once and **they** will be entitled to reclaim any **costs and expenses** paid by **them**.
 7. If the **insurer** and **you** disagree about the chosen **appointed representative**, or about the handling of a claim, the **insurer** and **you** can choose another suitably qualified person to decide the matter. The **insurer** and **you** must both agree to the choice of this person in writing. Failing this, the **insurer** will ask the President of a relevant national Law Society to choose a suitably qualified person. The party whose choice is rejected must pay the costs of resolving the disagreement.

8. The **insurer** may, at **their** discretion, require **you** to obtain at **your** expense, an opinion from a barrister chosen by **you** and the **insurer**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the **insurer** will pay the cost of obtaining the opinion.
9. **We** or the **insurer** can cancel this **policy** at any time as long as **we** tell **you** at least 21 days in advance. **You** can cancel this **policy** at any time as long as **you** tell **us** at least 21 days in advance.
10. The **insurer** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy**, if this **policy** did not exist.
11. If **you** die, the **insurer** will insure **your** personal legal representatives to pursue disputes covered by this **policy** arising from **your** death, provided they keep to the terms of the **policy**.
12. This **policy** will be governed by the laws of England and Wales.
13. All Acts of Parliament mentioned in the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Making a Claim

Call the number on **your schedule**.

The following information will be required:

- Policy** reference as above
- Your** name
- Your** address
- The type of insured problem **you** are experiencing

Section ten

Home Emergency Service

The following cover applies only if the **schedule** shows that it is included.

Home 3 Assistance Limited provides the services and benefits described in this section of **your policy** during the **period of insurance** for which **you** have paid the premium.

Additional definitions applicable to section ten of the **policy** only are shown on pages 6 - 12.

What is covered	What is not covered
<p>Cover</p> <p>Your policy only covers you if you have paid your premium. the insurer agrees to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the home emergency happens during the period of cover.</p> <p>If the service you need is not provided under these terms, the insurer will try (if you wish) to arrange it at your expense. The terms of such service are a matter for you and your supplier.</p> <p>The insurer will pay up to £500 (including VAT) for:</p> <ul style="list-style-type: none">(i) the call out charge and up to 2 hours' labour costs; and(ii) parts and materials subject to a maximum of £100 including VAT; <p>in providing assistance for a home emergency which arises from an insured incident.</p> <p>Insured Incidents</p> <ul style="list-style-type: none"><input type="checkbox"/> Roof damage - any damage to the roof of your home where internal damage has been caused or is likely.<input type="checkbox"/> Plumbing and drainage - the sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in your home.<input type="checkbox"/> Main heating system - the sudden failure to function of the main heating system in your home.	<ul style="list-style-type: none">a) any incident or matter arising before the start of this policy.b) Any normal day-to-day home maintenance which you should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.c) The cost of redecorating, or cosmetic repairs to parts or equipment in your home.d) an emergency in a property unoccupied for a period exceeding 30 days if the following conditions have not been met:<ul style="list-style-type: none">(i) the central heating system, unless in continuous operation at not less than a minimum temperature of 13C, has been drained and the water system turned off at the mains; and(ii) the property has been inspected on a regular basis at least every 30 days throughout the term of this policy.e) any claim arising from your failure to comply with the insurer's instructions in respect of the assistance.f) any costs incurred before you have notified the insurer of a home emergency.g) Claims arising from any wilful or negligent act or omission by you.h) Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.i) Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.

What is covered	The insurer will not pay for
<p><input type="checkbox"/> Domestic power supply - the failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.</p> <p><input type="checkbox"/> Toilet unit - Impact damage to, or mechanical failure of, the toilet bowl or cistern in your home which results in complete loss of function.</p> <p><input type="checkbox"/> Home security - Damage to, or the failure of, external doors, windows or locks which compromises the security of your home.</p> <p><input type="checkbox"/> Lost keys - the loss of the only available set of keys to your home if you cannot replace them, or gain normal access.</p> <p><input type="checkbox"/> Vermin - the removal of vermin from your home, where internal damage has been caused or is likely.</p>	<p>j) any claims arising out of subsidence, landslip or heave.</p> <p>k) Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.</p> <p>l) The malfunction or blockage of septic tanks, cess pits or fuel tanks.</p> <p>m) any claim relating to vermin outside the main dwelling eg. in garages and other outbuildings.</p> <p>n) damage incurred in gaining necessary access to, or in reinstating the fabric of, your home.</p> <p>o) any properties that you own that are not your main residence or that you rent or let.</p> <p>p) damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.</p> <p>q) any claim related to your failure to purchase or provide sufficient gas, electricity or other fuel source.</p> <p>r) any costs incurred where our approved contractor has attended but your home was unoccupied.</p> <p>s) any home emergency caused by, contributed to or arising from:</p> <ul style="list-style-type: none"> - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; - pollution or contamination of any kind. <p>t) Apart from the insurer, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.</p>

How to make a claim

Once **you** have given the **insurer** details of **your** claim and **they** have accepted it, **they** will arrange for one of **their approved contractors** to assist **you** as quickly as possible.

To make a claim under this section, please telephone the **insurer** on the number printed on **your schedule**:

- Your** name and **home** address including postcode;
- Your** Policy Number
- The nature of the **home emergency**

The **insurer** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section.

It is important that **you** contact the **insurer's** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to the **insurer** are monitored and recorded as part of **their** training and quality assurance programmes. By using this service **you** are agreeing to the **insurer** recording **your** call.

When the insurer cannot help

The **insurer** cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

The **insurer** will not pay any claim unless **they** have given **their** agreement, or if there is no one at **home** when **their approved contractor** arrives

General Conditions applicable to section ten (Home Emergency Service) only

1. Claims must be reported to the **insurer** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
2. **You** must:
 - (a) keep to the terms and conditions of this section;
 - (b) maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) take reasonable steps to keep any amount the **insurer** has to pay as low as possible.

3. **We** or the **insurer** can cancel this section at any time as long as **we** or **they** tell **you** at least 21 days beforehand.
You can cancel this section at any time as long as **you** tell the **us** at least 21 days beforehand.
4. The **insurer** will make every effort to provide the service at all times, but **they** will not be responsible for any liability arising from a breakdown of the service for reasons **they** cannot control.
5. The **insurer** will not pay for any loss that is not directly covered by the terms and conditions of this section of the **policy**. For example, the **insurer** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.
6. The **insurer** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy** if this section did not exist.
7. This section will be governed by English law.

Useful Telephone Numbers

For **your** convenience, **we** print all the telephone numbers **you** are likely to need for general enquiries, legal advice, claims and complaints on **your schedule**.

